

SPONSORSHIP AGREEMENT

BETWEEN:

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED (ABN 11 005 357 522) of 833 Collins Street Docklands, Victoria ('**Sponsor**')

and

GOSFORD TENNIS CLUB (ABN 48 161 294 778) of 10/13 Racecourse Road, Gosford NSW 2250 ('**Recipient**')

RECITALS:

- (a) The Recipient organises and manages the ANZ 2020 Gosford Platinum AMT & ANZ Central Coast Corporate Cup to be held on Monday 10th August - Friday 14th August 2020 ('**Event**');
- (b) ANZ wishes to sponsor the Event on the terms and conditions set out in this Agreement.

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It is **AGREED** as follows:

Term

1. This Agreement will come into effect from the date of execution of this Agreement by both parties and will continue in force until the conclusion of the Event unless terminated earlier in accordance with this Agreement ('**Term**').
2. The Sponsor has the option to sponsor the ANZ 2021 Platinum Gosford AMT & ANZ Central Coast Corporate Cup, on the same terms as this Agreement (subject only to modifications as to dates and as strictly necessary to reflect any change in the nature of the sponsorship) by written notice to the Recipient no later than 90 days following the expiry of this Agreement. If the Sponsor exercises this option, the parties will negotiate in good faith to finalise the relevant terms within 30 days of receipt by the Recipient of the notice issued by the Sponsor pursuant to this clause (or within such other timeframe as agreed in writing by both parties).

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Sponsorship

3. In consideration of the rights and benefits granted to the sponsor and the obligations to be performed by the Recipient, the Sponsor has provided to the Recipient the following monetary contribution ('**Sponsorship**')

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(a) a total amount of \$7000.00 inclusive of GST ('**Sponsorship Sum**').

4. The Recipient has received the Sponsorship Sum prior to this agreement.

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Sponsor Benefits

5. In consideration of the Sponsorship to be provided to the Recipient in clause 3, the Recipient grants to the Sponsor the following rights and benefits:
 - a) The sponsor (ANZ) will be the only major bank sponsor of the event.
 - b) ANZ will receive a team of four (4) in the ANZ Central Coast Corporate Tennis Cup held on Friday 14th August 2020.
 - c) ANZ is able to have a marquee set up during the tournament to promote services to existing and new customers.
 - d) ANZ logo to be displayed on Gosford Tennis Club website as a supporting partner during the lead up and duration of the Event.

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- e) ANZ logo to be displayed on any tournament marketing collateral as the main sponsor of the event.
- f) ANZ to have windbreaker banners displayed at the Gosford Tennis Club for the duration of the Event and up to 12 months after the expiry of this Agreement.
- g) ANZ representative has the opportunity to hand out the winning trophies at the Event.
- h) ANZ volunteers have the opportunity to attend each day of the Event and collect donations for the Coast Shelter.

- 6. The Recipient will ensure that the Sponsor is at all times represented clearly and prominently as a sponsor of the Event.
- 7. After the conclusion of the Event the Recipient must submit a report to the Sponsor including details of the number of attendees at the Event and any other details that are reasonably requested by the Sponsor.

Representations & Warranties

- 8. The Recipient warrants and undertakes to the Sponsor that:
 - (a) it has the power, capacity and authority to manage and control the marketing, promotion and advertising aspects of the Event so as to achieve and comply with all applicable laws and obligations set out in this Agreement;
 - (b) it has the power and capacity to manage and authority to enter into this Agreement and perform its obligations under the Agreement and has obtained all the necessary authorisations required to do so; and
 - (c) it is the entity responsible for co-ordinating all of the service providers to the Event and that it will comply with all applicable laws and obtain prior to the commencement of, and maintain during the Event, all necessary approvals, consents, permits or licences in connection with the Event.

Use of Sponsor intellectual property

- 9. Except as permitted or required under this Agreement, the Recipient shall not refer to the Sponsor or its logo, directly or indirectly, without the prior written consent of the Sponsor.
- 10. Where the Recipient is required or permitted under this Agreement to refer to the Sponsor or the Sponsor's logo in its advertising or promotional materials (which for the avoidance of doubt include but are not limited to invitations, agenda and Facebook page) the Recipient shall not publish or display any such material containing the corporate identification of the Sponsor or otherwise referring to the Sponsor without the Sponsor's prior written approval of the material and of the accuracy of the reproduction of the Sponsor's name or logo. Such authorisation will not unreasonably withheld or delayed.
- 11. The Sponsor is granted a non-exclusive, non-transferable royalty free licence to use the Recipient's name and logo for ANZ's marketing and promotional purposes.

Insurance

- 12. During the Term, the Recipient will obtain and maintain all appropriate insurance policies, including but not limited to, a public liability insurance policy (covering without limitation, personal injury to third parties and property damage) to the value of at least \$10 million with a reputable insurer in connection with the Event and related activities and material. Evidence of such insurance by way of a certificate of currency shall be provided to the Sponsor upon request.

Indemnity

- 13.** The Recipient indemnifies the Sponsor from and against all actions, claims, proceedings or demands which may be brought against the Sponsor in respect of any loss, death, injury, illness or damage which arises directly by reasons of any breach of this agreement, any warranty, default, act or omission, breach of law or any negligence or fraud by the Recipient or any of its employees, agents, sub-contractors or assignees.

Termination

- 14.** The Sponsor may terminate (in its discretion) this Agreement by notice in writing to the Recipient (such notice to be effective immediately) if:
- (a)** The Event is postponed or cancelled indefinitely;
 - (b)** The Recipient is or becomes unable to pay its debts when due or becomes unable to pay its debts within the meaning of the Corporations Act 2001 (Cth);
 - (c)** The Recipient commits any act of bankruptcy;
 - (d)** The Recipient enters into or resolves to enter into any agreement, composition or compromise with or assignment for the benefit of, its creditors or any class of them;
 - (e)** The Recipient appoints or has appointed a receiver, receiver and manager, official manager, trustee, administrator or similar official over any part of its undertaking or assets;
 - (f)** The Recipient goes into liquidation or an application or order is made for its winding up or dissolution, or a resolution is passed for its winding up or dissolution otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of the Sponsor;
 - (g)** An application or order is made to place the Recipient under official management or a resolution is passed or steps are taken to pass a resolution to place the Recipient under official management;
 - (h)** The Recipient is in breach of a term of this Agreement and such breach is not remedied within 14 days (or within such shorter period as is reasonable in the circumstances) following the giving of written notice by the Sponsor; or
 - (i)** The Sponsor's name, reputation or goodwill is or may be, in the reasonable opinion of the Sponsor, brought into disrepute by the Recipient or by being associated with the Recipient.
- 15.** Upon termination of this Agreement by the Sponsor, the Recipient will immediately refund to the Sponsor the Sponsorship.
- 16.** Subject to clause 5(f), upon expiration or termination of this Agreement, the Recipient will cease to use and will not thereafter use any mark, name or logo which is substantially identical or deceptively similar to any of the Sponsor's logo, names, marks or other intellectual property of the Sponsor.

Supplier Code of Practice

- 17.** The Recipient acknowledges and agrees that:

- (a) ANZ is committed to engaging suppliers whose environmental, ethical and social performance is of high standard; and
- (b) The Recipient must comply with ANZ's Supplier Code of Practice published at anz.com, or as notified from time to time.

Anti-Money Laundering and Sanctions

18. The Recipient:

- (a) must comply with the law, any sanction imposed by any country (including any sanction that supports a decision or resolution of the United Nations Security Council), all requirements and all codes of conduct applicable to the performance of the Recipient of its obligations under this Agreement; and
- (b) agrees that the Sponsor may, acting reasonably, be prohibited from completing one or more of its obligations under this Agreement if performance of that obligation would cause the Sponsor or any related body corporate of the Sponsor (**ANZ Group**) to breach any law, regulation or other legal prohibition.

Privacy and confidential information

19.

- (a) The parties covenant with each other as separate covenants that each of them will keep entirely secret and confidential the terms and conditions of this Agreement and all information of a secret or confidential or proprietary nature concerning the business or affairs of the other party (but excluding information which is or becomes readily available in the public domain without breach of this Agreement or any obligation of confidence) which may come into the knowledge as a result of performance of their obligations and exercise of their rights hereunder unless they have the prior written approval of the other party. Subject to providing details of the terms and conditions of this Agreement to internal and external financial advisers and/or legal counsel, or otherwise in accordance with an applicable law, regulatory requirement or rule of a stock exchange, each of them undertakes to the other that it will not make any use of such information or enable any other person to make any use of such information without prior written consent of the other party. This clause will continue to apply after termination or expiration of this Agreement.
- (b) Paragraph (a) will not apply to confidential information to the extent that such confidential information comprises of an acknowledgement or recognition that the Sponsor is sponsoring the Recipient or that the Sponsor has provided the Recipient with the Sponsorship Sum.

20. The Recipient acknowledges that the Sponsor and any ANZ Group member will not be restricted from disclosing any information relating to the Recipient or this Agreement (including a copy of this Agreement and any information relating to discussions, negotiations, terms or conditions, performance or non-performance related to this Agreement) to any third party contractor(s) or a member of the ANZ Group where that third party contractor provides business process outsourcing services and requires access to the information to allow a member of the ANZ Group to receive the business process outsourcing services provided by that third party contractor, provided that the Sponsor:

- (a) discloses the information on a need to know basis only; and
- (b) ensure that the relevant third party contractor is bound by confidentiality provisions substantially in accordance with this clause.

21. The Recipient covenants that it will comply with any applicable privacy laws when handling personal information which is obtained, generated or disclosed in connection with this Agreement.

Assignment

22. The Recipient may not assign the benefit of or any of its rights under this Agreement without the consent, in writing, of the Sponsor.

General

23. This Agreement contains the entire agreement between the parties as at the date of this Agreement with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
24. No amendment or variation of this Agreement is valid or binding on a party unless in writing and executed by all parties.
25. Nothing in this Agreement is to be construed as constituting one party as agent or partner of the other or in joint venture with the other party. No party has the authority to bind the other party.
26. This Agreement and any documents to be executed under it may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.
27. In this Agreement, a reference to legislation or to a provision of legislation includes any modification or re-enactment of it, a legislative provision substituted for it and a regulatory or statutory instrument issued under it.
28. This Agreement is governed by and is to be construed in accordance with the laws of the State of [New South Wales](#).
29. Clauses 2, 12, 13, 18, 19, 20, 21, 23, 27, 28 and this clause 29 shall survive termination and/or expiry of this Agreement.

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IN WITNESS WHEREOF **the Parties hereto have signed this Agreement**

Sponsor Representative

Signed for and on behalf of **Australia and New Zealand Banking Group Limited (ABN 11 005 357 522)** by its authorised representative:

Signature

Date ___ / ___ / ___

In the presence of:

Witness' signature

Date ___ / ___ / ___

Print name and title

Recipient Representative

Signed for and on behalf of **GOSFORD TENNIS CLUB (ABN 48 161 294 778)** by its authorised representative:

Signature

Date ___ / ___ / ___

In the presence of:

Witness' signature

Date ___ / ___ / ___

Print name and title